

U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

WYTTMAB, LLC, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

GODADDY.COM LLC,

Defendant.

NO.

CLASS ACTION COMPLAINT

JURY DEMAND

Plaintiff Wyttmab, LLC brings this action on behalf of itself and all others similarly situated (“the Class”):

I. NATURE OF ACTION

1. This is a proposed class action arising from Defendant GoDaddy, Inc.’s regular practice of automatically charging potential customers for website and web building services they never agreed to purchase.

2. GoDaddy describes itself as “the world’s largest technology provider dedicated to small business,” touting: “we’re a trusted partner for millions of everyday entrepreneurs, empowering them to make their own way with the right help and tools.”

3. GoDaddy offers website building services to potential customers through an internet portal the company maintains. On GoDaddy’s “Website Builder” platform, one can

1 design, build, and market websites for business or personal use. GoDaddy promotes itself
2 primarily to small business, stating it's a "one stop shop" for those that seek to build an online
3 presence but have small budgets or lack the human resources necessary for a web design team.

4 4. GoDaddy offers different a billing plans with four different pricing tiers that
5 range from least expensive, the "Basic" plan, to most expensive, the "Ecommerce" plan. Each
6 plan carries additional services as the price rises. GoDaddy also has an option whereby the
7 potential customer can choose to enroll monthly or annually. Once a customer has selected a
8 plan and designated whether to be billed monthly or annually, the customer is prompted to click
9 a button entitled "Add to Cart." When a plan is added to one's "cart," the following screen
10 shows the total price of the plan selected, prompts the potential customer to input payment
11 information in the form of a credit or debit card number, checking account number, or PayPal
12 account address. Under the payment information is a button entitled "Complete Purchase." A
13 potential customer that is new to GoDaddy must input appropriate payment information and
14 click the "Complete Purchase" button in order to purchase GoDaddy's website building
15 services.

16 5. This case concerns potential customers who previously purchased GoDaddy
17 products or services and had previously provided GoDaddy with a working payment card or
18 account number. GoDaddy automatically enrolls those customers into an annual plan for
19 website-building services at a pricing tier of GoDaddy's choosing. This enrollment occurs even
20 when the user does not input payment information because GoDaddy electronically retains
21 payment information for individuals that purchased a good or service from the company in the
22 past. Enrollment also occurs even if the customer never clicks the "Complete Purchase" button.
23 Indeed, enrollment occurs even if the customer never reviews, selects, or adds a plan to the
24 "cart." GoDaddy charges the customer using the payment information the company retained in
25 its records.

6. GoDaddy charged Plaintiff for an annual Website Builder subscription, at a “Premium” tier, that Plaintiff never agreed to purchase. Plaintiff brings this action on behalf of itself and all others similarly situated who GoDaddy charged for a product or service even though they did not click a “Complete Purchase” button to signify their agreement to be charged for that product or service.

II. PARTIES

7. Plaintiff Wyttmab, LLC is a limited liability company based in Seattle, Washington. Wyttmab is a venture studio that develops and launches startup companies. In the course of its work, Wyttmab sometimes develops websites for a new company or to test a potential company.

8. GoDaddy.com LLC is an internet domain registrar and web hosting company that is incorporated in Delaware and maintains its corporate headquarters in Scottsdale, Arizona. GoDaddy does business throughout the United States, including in the Western District of Washington.

III. JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(d)(2) in that the matter is a class action wherein the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and there is complete diversity of citizenship between the parties. Plaintiff and most members of the proposed Class are residents of and domiciled in a State different from the Defendant.

10. This Court has personal jurisdiction over the parties in this action because Plaintiff resides in Washington and Defendant is a corporation that regularly conducts business in the state of Washington.

11. Venue is proper in this Court under 28 U.S.C. § 1391(b) because Plaintiff resides in this judicial district and a substantial part of the events giving rise to the claim occurred in this judicial district.

IV. FACTS

A. Facts Common to the Class.

12. GoDaddy's "Website Builder" has various templates and options that allow users to build and customize websites.

13. GoDaddy claims to offer an initial free trial for one month, after which customers will be billed based on the plan they choose. GoDaddy states that customers may cancel their plan before the initial free trial expires to avoid being charged.

14. GoDaddy offers four different plan tiers for potential customers to choose from—Basic, Standard, Premium, and Ecommerce. Each plan tier carries a different monthly price. The plans above the basic tier come with additional services in the areas of social media, email marketing, and the ability of the website to handle online appointments.

15. To view the various plan pricing options, a customer must click on a tab entitled "View Plans." This tab is preceded by the statement "Subscribe now to keep your site after trial."

16. GoDaddy offers potential customers the option to enroll either in a monthly or annual subscription. Monthly subscriptions cost more than annual subscriptions when viewed on a month-to-month basis for the same plan tier. For example, as of March 19, 2020, GoDaddy's "Basic" plan costs \$15 per month under the monthly subscription and an average of \$8 per month under the annual subscription. And the cost of a "Standard" tier plan is \$20 per month under a monthly subscription and \$12 per month on average under an annual subscription.

17. GoDaddy's website states that customers who choose a monthly subscription will be billed monthly, while customers who enroll in an annual subscription will be billed annually. Copies of the screens showing the plan tiers available to a potential customer are attached as Exhibits A (monthly) and B (annually).

18. Beneath each plan tier, GoDaddy's website has a button titled "Add to cart."

1 19. Clicking on the “Add to cart” button takes the prospective customer to a page
2 titled “Review and Purchase.” This page lists the total price of the plan a customer has added to
3 the “cart.” For example, where a customer has added GoDaddy’s “Standard” plan with an
4 annual subscription, the total price is listed as \$144.00.

5 20. The “Review and Purchase” screen prompts the potential customer to add a
6 payment method, which can be a credit or debit card number, checking account number, or a
7 PayPal account address.

8 21. Under the space to add a payment, GoDaddy includes a button titled “Complete
9 Purchase.” By clicking this button, the potential customer agrees to purchase the GoDaddy
10 service at the pricing tier the customer designated and using the payment method the customer
11 added. A copy of the “Review and Purchase” screen following designation of a “Standard” plan
12 with annual subscription is attached as Exhibit C.

13 22. When a customer has previously purchased a GoDaddy product or service,
14 GoDaddy retains that customer’s payment information and keeps it in an electronic file tied to
15 the customer’s GoDaddy login name.

16 23. If GoDaddy already has a customer’s payment information on file, the company
17 will enroll the customer in a Website Builder plan of GoDaddy’s choosing and will charge the
18 customer using the payment information retained in GoDaddy’s records. GoDaddy does this
19 even if the customer never clicks “Complete Purchase” and thus never consents to purchase the
20 plan or to enroll in the service. Indeed, GoDaddy will enroll these customers in an
21 automatically renewing Website Builder plan even if they never view the company’s plans, let
22 alone add them to a cart and complete purchase.

23 24. In most cases, customers who are enrolled without their consent will not know
24 that GoDaddy has done this unless and until they discover corresponding charges to the
25 payment account on file. In cases where the GoDaddy service involves a free trial, the charge
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27

1 will not appear on the customer's account until the free trial has expired and is too late to
2 cancel.

3 25. On information and belief, GoDaddy has collected money from thousands of
4 people for automatically products and for renewing service plans the people never purchase or
5 into which they consented to enrolled.

6 26. On information and belief, GoDaddy electronically captures and records a
7 history of all account activity for each user that logs on to its website. This recording includes a
8 specific history of which pages each user viewed and on which tabs each user clicked.

9 **B. Plaintiff's Experience.**

10 27. In approximately March 2016, Plaintiff purchased two website domains from
11 GoDaddy and entered a debit card number tied to its bank account to pay GoDaddy.

12 28. On or before August 26, 2019, Plaintiff's member visited GoDaddy's Website
13 Builder and viewed options to design a new website for a potential commercial janitorial
14 service Wyttnab was considering as a possible startup company. Plaintiff ultimately decided
15 not to purchase a website or to enroll in any GoDaddy plan. Plaintiff did not choose a plan or a
16 product tier. Plaintiff did not add a plan to the "cart." Plaintiff did not click "Complete
17 Purchase."

18 29. On or about September 26, 2019, GoDaddy sent Plaintiff a receipt for \$264.24,
19 which it itemized as a charge of \$240 for an annual subscription for a Website and Marketing
20 "Premium" plan at a rate of \$20 per month, plus tax of \$24.24.

21 30. On or about September 26, 2019, a charge appeared on Wyttnab's online bank
22 account register showing GoDaddy had charged the Wyttnab account in the amount of
23 \$264.24.

24 31. When the charge from GoDaddy first appeared on the Wyttnab account
25 statement, the time had passed to cancel the trial plan and receive a refund.
26
27

32. Plaintiff subsequently confirmed that when a person logs on to GoDaddy's Website Builder platform using a previously registered identification, GoDaddy will create a subscription, and ultimately charge the payment information it has on file for that person once the person has named the site, chosen an "industry" for the site, and clicked on "Continue" to reach the next screen. All of this occurs before the person even views the plan tiers. The charge occurs even though the prospective customer never places an item in a "cart" and never clicks a "Complete Purchase" button.

V. CLASS ALLEGATIONS

33. Plaintiff seeks to certify a class action under Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) on behalf of itself and a Class consisting of:

All persons residing in the State of Washington who, between April 22, 2016 and the date of final judgment, were charged by GoDaddy for a product or service even though the person did not click a "Complete Purchase" button to signify the person's agreement to be charged for that product or service.

34. Excluded from the Class are governmental entities, Defendant, its affiliates and subsidiaries, Defendant's current or former employees, officers, directors, agents, representatives, their family members, the members of this Court and its staff.

35. Plaintiff seeks to recover damages under the Washington Consumer Protection Act on a class-wide basis for itself and the Class.

36. The Class members are so numerous as to make joinder impracticable. While the exact number of Class members is unknown at this time, Plaintiff is informed and believes that the entire Class consists of at least several hundred and as many as several thousand members.

37. There are numerous issues of fact and law common between the members of the Class, including the following:

- a. Whether GoDaddy's automated billing system was set to charge individuals without their consent if they viewed the company's products or services and GoDaddy had their payment information on file;
- b. Whether GoDaddy engaged in a common course of conduct of charging individuals based on historical records of payment information;
- c. Whether GoDaddy engaged in a common course of failing to disclose material information that reasonable consumers would need to know to understand the circumstances under which they will be enrolled for a GoDaddy service and charged fees;
- d. Whether GoDaddy's common courses of conduct are unfair within the meaning of RCW 19.86.020;
- e. Whether GoDaddy's common courses of conduct are deceptive within the meaning of RCW 19.86.020;
- f. Whether GoDaddy's common courses of conduct occurred in trade or commerce and are injurious to the public interest;
- g. Whether GoDaddy's common courses of conduct caused Plaintiff and members of the Class to be injured in their business or property;
- h. Whether GoDaddy has unlawfully converted money belonging to Plaintiff and to members of the Class through its policies and practices;
- i. Whether injunctive relief is appropriate to remedy GoDaddy's unfair and deceptive acts and practices; and
- j. The nature and extent of Class-wide injury and the measure of compensation for such injury.

38. Typicality (FED. R. CIV. P. 23(a)(3))—Plaintiff's claims are typical of the claims of members of the Class. The evidence and the legal theories regarding Defendant's alleged wrongful conduct are substantially the same for Plaintiff and all members of the Class,

1 as the relevant billing practices GoDaddy applied to customer accounts are uniform for all
2 members of the Class.

3 39. Adequacy (FED. R. CIV. P. 23(a)(4))—Plaintiff will fairly and adequately
4 protect the interests of the members of the Class. Plaintiff has retained competent counsel
5 experienced in consumer rights litigation to ensure such protection. There are no material
6 conflicts between the claims of the representative Plaintiff and members of the Class that would
7 make class certification inappropriate. Plaintiff and his counsel intend to prosecute this action
8 vigorously.

9 40. Injunctive Relief (FED. R. CIV. P. 23(b)(2))—GoDaddy has acted in ways that
10 are generally applicable to the class, thereby making final injunctive relief with respect to the
11 class as a whole appropriate.

12 41. Superiority (FED. R. CIV. P. 23(b)(3))—The class action is superior to all other
13 available methods for the fair and efficient adjudication of this case or controversy. Because the
14 injury suffered by the individual members of the Class may be relatively small, the expense and
15 burden of individual litigation make it virtually impossible for Plaintiff and members of the
16 Class individually to seek redress for the alleged wrongful conduct. Even if members of the
17 Class could afford individual litigation, it would be unduly burdensome to the courts in which
18 those lawsuits would proceed. The class action device is preferable to individual lawsuits
19 because it provides the benefits of unitary adjudication, economies of scale, and comprehensive
20 adjudication by a single court. In contrast, the prosecution of separate actions by individual
21 members of the Class would create a risk of inconsistent or varying adjudications with respect
22 to individual members that would establish incompatible standards of conduct for the party (or
23 parties) opposing the Class and would lead to repetitious trials of the numerous common
24 questions of fact and law. Plaintiff knows of no difficulty that will be encountered in the
25 management of this litigation that would preclude its maintenance as a class action. As a result,
26 a class action is superior to other available methods for the fair and efficient adjudication of this
27

1 controversy. Absent a class action, Plaintiff and members of the Class will continue to suffer
 2 losses, thereby allowing these violations of law to proceed without remedy and allowing
 3 Defendant to retain the proceeds of its ill-gotten gains.

4 42. Plaintiff contemplates the eventual issuance of notice to members of the
 5 proposed Class setting forth the subject and nature of the instant action. Upon information and
 6 belief, Defendant's own business records and electronic media can be utilized for the
 7 contemplated notices.

8 VI. CLAIMS

9 FIRST CAUSE OF ACTION

10 (Violation of the Washington Consumer Protection Act, Chapter 19.86 RCW— 11 Unfair Acts and Practices)

12 43. Plaintiff realleges and incorporates by reference each and every allegation set
 13 forth in the preceding paragraphs.

14 44. Plaintiff and members of the Class are "persons" within the meaning of RCW
 15 19.86.010(1).

16 45. Defendant GoDaddy is a "person" within the meaning of RCW 19.86.010(1).

17 46. Defendant's common courses of unfair conduct in violation of RCW 19.86.020
 18 have caused and are likely to continue causing substantial injury to consumers that is not
 19 reasonably avoidable by the consumers nor outweighed by countervailing benefits to
 20 consumers or competition.

21 47. Defendant's common courses of unfair conduct occur in trade or commerce and
 22 impact the public interest because GoDaddy is in the business of providing internet website
 23 building and hosting services to hundreds and perhaps thousands of consumers in Washington.
 24 Many Washingtonians have been affected by Defendant's unfair acts and practices.

25 48. Defendant's common courses of unfair conduct caused injury to the business or
 26 property of Plaintiff and members of the Class.

49. Plaintiff and Class members have been damaged in amounts to be determined at trial and under RCW 19.86.090, Plaintiff and the Class are entitled to recover such damages, including interest thereon, as well as exemplary damages, attorneys' fees and costs.

50. Under RCW 19.86.090, Plaintiff and members of the Class are entitled to an order enjoining Defendant from engaging in the acts and practices described above.

51. Plaintiff and Class members are entitled to additional equitable relief as the Court deems appropriate, including but not limited to disgorgement for the benefit of the members of all or part of the ill-gotten gains Defendant has received in connection with the illegal acts described above.

SECOND CAUSE OF ACTION

**(Violation of the Washington Consumer Protection Act, Chapter 19.86 RCW—
Deceptive Acts and Practices)**

52. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

53. Defendant's common courses of conduct have had the capacity to deceive a substantial portion of the public.

54. Defendant's common courses of deceptive conduct occur in trade or commerce and impact the public interest because GoDaddy is in the business of providing internet website building and hosting services to hundreds and perhaps thousands of consumers in Washington. Many Washingtonians have been affected by Defendant's deceptive acts and practices.

55. Defendant's common courses of deceptive conduct caused injury to the business or property of Plaintiff and members of the Class.

56. Plaintiff and members of the Class have been damaged in amounts to be determined at trial and under RCW 19.86.090, Plaintiff and the Class are entitled to recover such damages, including interest thereon, as well as exemplary damages, attorneys' fees and costs.

67. GoDaddy has wrongfully converted these specific and readily identifiable funds in violation of law.

68. GoDaddy's conduct is continuing.

69. As a proximate result of this wrongful conversion, Plaintiff and members of the Class have suffered and continue to suffer damages.

70. By reason of the foregoing, Plaintiff and members of the Class are entitled to recover from Defendant all damages and costs permitted by law, including all amounts that Defendant has wrongfully converted.

71. The financial benefits Defendant derived rightfully belong to Plaintiff and members of the Class. Defendant should be compelled to disgorge in a common fund for the benefit of Plaintiff and Class members all wrongful or inequitable proceeds it received. A constructive trust should be imposed upon all wrongful or inequitable sums Defendant received that is traceable to Plaintiff and members of the Class.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on his own behalf and on behalf of the members of the Class,
prays for judgment against GoDaddy.com LLC as follows:

- A. Certification of the proposed Class;
- B. Appointment of Plaintiff as representative of the Class;
- C. Appointment of the undersigned counsel as counsel for the Class;
- D. A declaration that GoDaddy.com LLC and/or its affiliates, agents and/or other related entities' actions complained of herein violate the Washington Consumer Protection Act;
- E. An order enjoining GoDaddy.com LLC and/or its affiliates, agents and/or other related entities, as provided by law, from engaging in the unlawful conduct set forth herein;
- F. An award to Plaintiff and the Class of damages, as allowed by law;

B. Appointment of Plaintiff as representative of the Class;

C. Appointment of the undersigned counsel as counsel for the Class;

D. A declaration that GoDaddy.com LLC and/or its affiliates, agents and/or other related entities' actions complained of herein violate the Washington Consumer Protection Act;

E. An order enjoining GoDaddy.com LLC and/or its affiliates, agents and/or other related entities, as provided by law, from engaging in the unlawful conduct set forth herein;

F. An award to Plaintiff and the Class of damages, as allowed by law;

1 G. An award to Plaintiff and the Class of attorneys' fees and costs, as allowed by
2 law and/or equity;

3 H. Leave to amend this Complaint to conform to the evidence presented at trial;
4 and

5 I. Orders granting such other and further relief as the Court deems necessary, just,
6 and proper.

7 **VIII. DEMAND FOR JURY**

8 Plaintiff demands a trial by jury for all issues so triable.

9 RESPECTFULLY SUBMITTED AND DATED this 22nd day of April, 2020.

10 TERRELL MARSHALL LAW GROUP PLLC

11
12 By: /s/ Toby J. Marshall, WSBA #32726
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22 *Attorneys for Plaintiff*

— **EXHIBIT A** —

Pick the right plan for your site

Limited Time Only — Save up to an additional 19% off any annual plan for the first year

Monthly Annual

Billed monthly, cancel anytime

	Basic For personal use	CURRENT PLAN Standard For new businesses	Premium For growing businesses	Ecommerce For selling online
	<div>\$15/mo</div> <div>Add to cart</div>	<div>\$20/mo</div> <div>Add to cart</div>	<div>\$25/mo</div> <div>Add to cart</div>	<div>\$30/mo</div> <div>Add to cart</div>
FEATURES				
Secure your website (SSL)	✓	✓	✓	✓
Connect custom domain	✓	✓	✓	✓

Mobile-friendly site	✓	✓	✓
On-the-go editing	✓	✓	✓
24/7 support	✓	✓	✓
Business email address free for one year	✓	✓	✓
Business phone number free for one year	✓	✓	✓
PayPal button	✓	✓	✓
Get found online (SEO)	-	✓	✓
GUIDANCE AND ANALYTICS			
GoDaddy InSight™	✓	✓	✓
Tailored action plans	✓	✓	✓
InSight score	✓	✓	✓

websites.godaddy.com/en-US/editor/62fa039d-6b2a-46b2-b087-3795a78bea29/09f1b4ad-4837-44fa-a5f4-d717915439f1?autodetect=true				
Case 2:20-cv-00615-MJP Document 1 Filed 04/22/20 Page 18 of 26				
Ipro Community Ipro Service Desk Mylpro CopierEast CopierWest PARKING Proofpoint Basecamp Nextiva Adobe Console Sharefile EDWA				
SOCIAL MEDIA & EMAIL MARKETING				
Social media & listing platforms	1	3	Unlimited	Unlimited
Social posts & responses/month	5	20	Unlimited	Unlimited
Email marketing sends/month	100	500	25,000	25,000
Free ad credits for Google, Bing and Yelp			✓	✓
ONLINE APPOINTMENTS				
Book one-time appointments online	✓	✓	✓	✓
Book recurring group events and classes			✓	✓
SMS alerts for new appointments			✓	✓

Email and text appointment reminders	-	-	✓	✓
Accept online payments for services	-	-	✓	✓
ECOMMERCE				
Add and edit product listings	-	-	-	✓
Set up flexible shipping options	-	-	-	✓
Sell products directly through your online store	-	-	-	✓
Sell on marketplaces like Amazon, eBay and Etsy	-	-	-	✓
Sync orders and inventory across channels	-	-	-	✓
Manage discounts and promotions	-	-	-	✓

— EXHIBIT B —

Pick the right plan for your site

Limited Time Only — Save up to an additional 19% off any annual plan for the first year

Monthly Annual

Billed annually, cancel anytime

	<div>Basic</div> <div>For personal use</div> <div>\$8 /mo</div> <div>\$10/mo ?</div> <div>Add to cart</div>	<div>CURRENT PLAN</div> <div>Standard</div> <div>For new businesses</div> <div>\$12 /mo</div> <div>\$15/mo ?</div> <div>Add to cart</div>	<div>Premium</div> <div>For growing businesses</div> <div>\$16 /mo</div> <div>\$20/mo ?</div> <div>Add to cart</div>	<div>Ecommerce</div> <div>For selling online</div> <div>\$20 /mo</div> <div>\$25/mo ?</div> <div>Add to cart</div>
FEATURES				
Secure your website (SSL)	✓	✓	✓	✓
Connect custom domain	✓	✓	✓	✓

Mobile-friendly site	✓	✓	✓
On-the-go editing	✓	✓	✓
24/7 support	✓	✓	✓
Business email address free for one year	✓	✓	✓
Business phone number free for one year	✓	✓	✓
PayPal button	✓	✓	✓
Get found online (SEO)	✓	✓	✓
GUIDANCE AND ANALYTICS			
GoDaddy InSight™	✓	✓	✓
Tailored action plans	✓	✓	✓
InSight score	✓	✓	✓

SOCIAL MEDIA & EMAIL MARKETING				
Social media & listing platforms	1	3	Unlimited	Unlimited
Social posts & responses/month	5	20	Unlimited	Unlimited
Email marketing sends/month	100	500	25,000	25,000
Free ad credits for Google, Bing and Yelp	-	-	✓	✓
ONLINE APPOINTMENTS				
Book one-time appointments online	✓	✓	✓	✓
Book recurring group events and classes	-	-	✓	✓
SMS alerts for new appointments	-	-	✓	✓

Email and text appointment reminders			✓	✓
Accept online payments for services			✓	✓
ECOMMERCE				
Add and edit product listings				✓
Set up flexible shipping options				✓
Sell products directly through your online store				✓
Sell on marketplaces like Amazon, eBay and Etsy				✓
Sync orders and inventory across channels				✓
Manage discounts and promotions				✓

Questions? Talk to an expert.

480-463-8333

— EXHIBIT C —



Review and Purchase

Websites + Marketing Basic Renewal **\$96.00**
Bundle 46% off
12 months

Office 365 Starter Email **\$0.00**
Free for 12 months 12 months



SmartLine Unlimited - 1 Year **\$0.00**
Free for 12 months 12 months



Subtotal \$96.00

Promo Code: GOFD2001AJ

TOTAL (USD) **\$96.00**

Payment

[Add payment](#)

or



[View offer disclaimers](#)

By clicking, you agree to our [Terms & Conditions](#) and [Privacy Policy](#), and consent to enroll your product(s) in our automatic renewal service, which can be cancelled at any time via the Renewals and Billing page in your account. Automatic renewals are billed to the payment method selected for this order or your backup payment method(s), until canceled.